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HIGH COURT OF JUDICATURE CHHATTISGARH : BILASPUR

SINGLE BENCH : HON'BLE SHRI S.R. NAYAK, CJ.

WRIT PETITION No. 6014 OF 2005

PETITIONER Thakur A.K. Partapi, S/o Late Shrimant Thakur, Aged about 37 years, President, Jan Suvidha Samajik Vikash Sewa Sansthan, MIG 1, 532 Hudco, Bhilai (C.G.)\

Versus

RESPONDENTS

1. South Eastern Central Railway, Through the Senior Divisional Commercial Manager, Bilaspur (C.G.)
2. The Senior Divisional Commercial Manager South Eastern Central Railway, D.R.M. Office W.R.S. Colony, Raipur (C.G.)
3. The Station Master, South Eastern Central Railway, Durg (C.G.)
4. Jiwan Jyoti Sansthan, Building No. 131, Ibrahamganj, Near Bhopal Talkies, Bhopal (MP)

Present : Shri Kishor Bhaduri, learned counsel for the petitioner.
Shri Amit Chaudhari, learned counsel for the respondents.

ORAL ORDER

(Passed on 19th December, 2005)

The Station Master, South Eastern Central Railway, Durg – the third respondent herein, called for tenders for cleaning purposes of the waiting halls of the railway station. The petitioner, fourth respondent and certain others submitted their tenders. The third respondent having considered the rates specified in the tenders and appreciating the capabilities of the tenderers ultimately awarded the contract in favour of

the fourth respondent herein. It is admitted case that the rate offered by the fourth respondent was the maximum.

(2) This writ petition is, however, filed under Article 226 of the Constitution of India seeking intervention of the Court and to annul the contract awarded in favour of the fourth respondent solely on the ground that the fourth respondent having offered at the rate of Rupees five lacs per year, subsequently, by his letter dated 26.09.2005 a copy of which is appended to the writ petition as Annexure-P/11, informed the third respondent that the rate offered by him is not practicable and with that rate he could not perform the contract and therefore, the contract awarded by the third respondent in favour of the fourth respondent, is arbitrary and not in the public interest. Learned counsel for the petitioner would highlight that in view of what is contained in the letter of the fourth respondent dated 26.09.2005, it is apparent that he will not be able to perform the obligation cast on him under the contract effectively and in terms of the contract and therefore, the public interest would be in jeopardy. In that view of the matter, the Court should step-in and annul the contract and direct the third respondent and other respondent authorities to float fresh tenders for awarding the same contract.. Learned Standing Counsel for the Railways, per contra, on the basis of instructions resting with him, would, at the threshold, point out that the so-called letter of the fourth respondent dated 26.09.2005 was not received by the railway administration and therefore, the allegations made against railway administration is unfounded and baseless. He would also contend that none of the respondent – railway authorities brought any

pressure of coercion on the fourth respondent to accept the original offer made by him and enter into a contract with them against his will and wish.

(3) Having heard learned counsel for the parties, the only question that arises for my decision is whether the petitioner has made out any permissible ground to annul the contract. It is true that in the matter of awarding the contract by public authorities the values/postulates flowing from Article 14 of the Constitution like non-arbitrariness, reasonableness and fairness should be practised. I do not find any flaw in the award of the contract in favour of the fourth respondent on the basis of which, I could possibly could be condemn it by applying Article 14 postulates. I say this, because, the tenders were floated, opportunity was extended to all eligible persons; they were properly scrutinized and even the contract was awarded by the third respondent in favour of the fourth respondent the award of contract in favour of fourth respondent is in the best public interest inasmuch as under the contract, the railway administration gets maximum return for the largesse parted by it in favour of the fourth respondent. There is no need for me to dilate on this aspect, because, it is not the contention of the learned counsel for the petitioner that any flaw procedural or substantive has crept into the process culminating in the award of contract in favour of the fourth respondent by the third respondent. The case built up by the petitioner on a sole document (Annexure-P/11) dated 26.09.2005 is based on the imagination of the petitioner that contract would fail. There is absolutely no satisfactory material placed before the Court that the fourth respondent would not be in a position to perform the obligation cast on him under the contract. Even the pleading of the petitioner is bereft of material

particulars in that regard. There is neither pleading nor proof to sustain the plea raised in this writ petition. The writ petition is accordingly dismissed, however, with no costs.

Sd/-
Chief Justice

Brajesh